

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXECUTION AND IMPLEMENTATION OF A ROAD TRANSFER AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE CONCERNING REESE ROAD; PROVIDING FOR CONVEYANCE BY THE DEPARTMENT OF TRANSPORTATION AND ACCEPTANCE BY THE TOWN OF DAVIE OF CERTAIN LANDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie is undertaking the project of realignment of Reese Road; and

WHEREAS, as part of the realignment project, the Town requires lands owned and under the jurisdiction of the Florida Department of Transportation; and

WHEREAS, the Town and the Florida Department of Transportation wish to enter into a Roadway Transfer Agreement for the transfer of certain lands, and providing for certain agreements and conditions pursuant to the transfer of lands to the Town of Davie.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Mayor is hereby authorized to execute the "FDOT/Town of Davie Roadway Transfer Agreement, Reese Road, From Davie Road to approximately 2550 Feet east of Davie Road", a copy of which is attached as Exhibit "A" hereto.

SECTION 2. That the Town of Davie does hereby accept the conveyance of lands as reflected on Exhibit "B" attached hereto.

SECTION 3 All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1999.

PASSED ON SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1999.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1999.

**FDOT/TOWN OF DAVIE  
ROADWAY TRANSFER AGREEMENT  
Reese Road**

**From Davie Road to approximately 2550 Feet east of Davie Road**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT", and the TOWN OF DAVIE, hereinafter called the "TOWN";

**WITNESSETH**

**WHEREAS**, the TOWN, has requested the transfer of Reese Road from the State jurisdiction, and this transfer is mutually agreed upon, between the TOWN and the DEPARTMENT,

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the TOWN and the DEPARTMENT agree as set forth below:

1. This Agreement sets forth the terms and conditions under which the TOWN and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of the roadway transfer by the Department Secretary.
  - (a) The TOWN accepts all responsibility for the road right of way and for operation and maintenance of that portion of Reese Road described in Exhibit "A". In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.
  - (b) The DEPARTMENT gives up all rights to the road, including right of way, except as may be specified in this agreement.
  - (c) The TOWN agrees to assume the administration of the facility.
  - (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility.
  - (e) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the TOWN agrees to maintain the resources in accordance with District Environmental Management Office (DEMO) recommendations. If no evidence is found, the TOWN agrees not to adversely affect any such resources if found after the transfer.

- (f) Existing deeds or right-of-way maps will be recorded, by the DEPARTMENT, in the public land records of Broward County. If right-of-way maps do not exist, it is recommended that the DEPARTMENT make maps and file them for possible future use.
  - (g) It is understood that the property described herein as Exhibit "A" has drainage storage capacity in a pond which is currently used to drain I-595. Therefore the DEPARTMENT is transferring the subject property subject to the following conditions:
    - 1. When Reese Road is realigned, that realignment shall include reconstruction of the I-595 swale to provide sufficient drainage capacity in a manner consistent with permitting by the South Florida Water Management District. In addition, an inlet and pipe shall be constructed for connection to the existing rock pit.
    - 2. There shall be no reduction in the storage capacity of the existing pond until such time as the replacement storage area has been constructed and approved in writing by the DEPARTMENT.
    - 3. The TOWN shall provide to the DEPARTMENT a copy of any South Florida Water Management District permit modification, as it applies to the pond that is a portion of the property defined in Exhibit "A".
  - (h) All work required under this agreement shall be at no cost to the DEPARTMENT.
- 2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
  - 3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreement, either verbal or written, between the parties hereto.
  - 4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

5. For communication purposes, the parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation  
Gustavo Schmidt, P.E.  
District 4 Planning Office  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421  
Telephone: (954) 777-4601, SunCom 436-4601  
Fax: (954) 777-4671

Town of Davie  
Robert D. Rawls  
Director of Engineering  
6591 S.W. 45th Street  
Davie, Florida 33314-3399  
Telephone: (954) 797-1034  
Fax: (954) 797-2061

6. Each party is an independent contractor and is not an agent of the other party. Nothing contained in the Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.
7. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

TOWN OF DAVIE

STATE OF FLORIDA  
DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_  
Harry Venis  
Mayor

BY: *Rick Chesser*  
Rick Chesser, P.E.  
District 4 Secretary

ATTEST: \_\_\_\_\_  
Town Clerk

ATTEST: *Maria Gutierrez*



LEGAL APPROVAL

\_\_\_\_\_  
Town Attorney

LEGAL APPROVAL

*Lauriel Mays*  
District 4 Legal Counsel

Exhibit "A"

Parcel No. 153(PART)

W.P.I./Segment No. 2315161  
(Section No. 85095-2401)

That part of Tract 1 in Tiers 23,25 ,27 and 29, according to NEWMANS SUBDIVISION ONE AND TWO, as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, lying in Sections 14 and 23, Township 50 South, Range 41 East, Broward County, Florida; said part being more particularly described as follows:

Commence at the Southeast Corner of said Section 14; thence South 87°46'08" West along the South line of said Section 14, a distance of 2,159.05 feet to the POINT OF BEGINNING; thence North 78°23'51" West, a distance of 683.61 feet; thence North 22°00'00" West, a distance of 198.10 feet; thence South 80°29'01" West, a distance of 90.08 feet; thence South 59°21'53" West, a distance of 85.11 feet; thence South 82°03'40" West, a distance of 80.28 feet; thence North 75°14'32" West, a distance of 127.40 feet to a point on the Easterly Existing Right of Way line for Davie Road; thence North 14°44'28" East along said Easterly Existing Right of Way line, a distance of 41.64 feet; thence South 75°15'32" East, a distance of 6.00 feet; thence North 14°44'28" East, a distance of 140.00 feet to a point on the Southerly Existing Limited Access Right of Way line for State Road 862 (I-595) as shown on the Right of Way Map for Section 86095-2401; thence South 78°49'19" East along the said Southerly Existing Limited Access Right of Way line, a distance of 333.93 feet; thence South 78°23'51" East continuing along the said Southerly Existing Limited Access Right of Way line, a distance of 1,201.23 feet; thence South 75°14'58" East along the said Southerly Existing Limited Access Right of Way line, a distance of 821.42 feet; thence South 14°44'28" West leaving said Southerly Existing Limited Access Right of Way line, a distance of 194.18 feet; thence North 78°23'51" West, a distance of 1,217.49 feet to the POINT OF BEGINNING.

Grantor retains all rights of access, ingress, light, air and view along the above described Limited Access Right of Way line.

Grantor also retains a 40.00 foot wide drainage easement being more particularly described as follows:

Commence at the Southeast Corner of said Section 14; thence South 87°46'08" West, along the South line of said Section 14, a distance of 1,815.41 feet to the POINT OF BEGINNING; thence

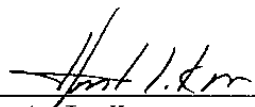
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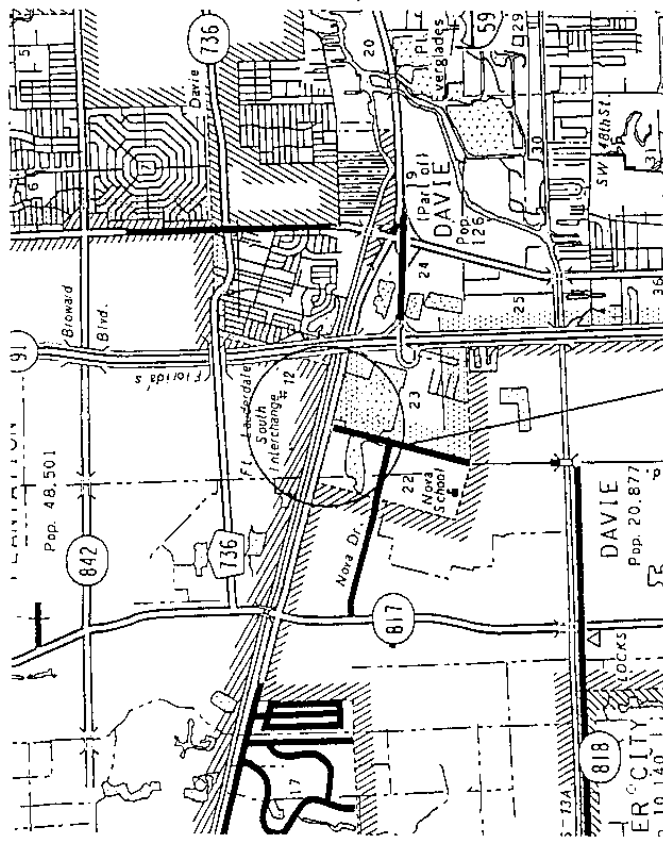
South 11°36'09" West, a distance of 82.17 feet; thence  
North 78°23'51" West, a distance of 40.00 feet; thence  
North 11°36'09" East, a distance of 239.00 feet to a point on the  
Southerly Existing Limited Access Right of Way line for said  
State Road 862 (I-595); thence South 78°23'51" East along said  
Southerly Existing Limited Access Right of Way line, a distance  
of 40.00 feet; thence South 11°36'09" West, a distance of  
82.17 feet to the POINT OF BEGINNING.

Containing 11.61 Acres, more or less.

I hereby certify that to the best of my knowledge and belief the  
attached legal description of Parcel No. 153 (PART), as shown  
on the Right of Way map for State Road No. 862 (I-595), Project  
No. 86095-2401 is true, accurate and was prepared under my  
direction.

I further certify that said legal description is in compliance  
with the Minimum Technical Standards as set forth by the Florida  
Board of Professional Land Surveyors pursuant to Section 472.027  
Florida Statutes.

  
\_\_\_\_\_  
Horst J. Korn  
Florida Registered Land Surveyor No. 3509  
Date: 5/26/98  
Florida Department of Transportation.



1" = 1 MILE

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
SURVEYING AND MAPPING  
3400 W. COMMERCIAL BOULEVARD  
FT. LAUDERDALE, FLORIDA 33309  
(954) 777-4551

# LEGEND:

- B - BASELINE
- C - CENTERLINE
- CONC. - CONCRETE
- COR. - CORNER
- EXIST. - EXISTING
- FND. - FOUND
- L.A. - LIMITED ACCESS
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- RD. - ROAD
- RT. - RIGHT
- R/W - RIGHT OF WAY
- S.R. - STATE ROAD
- STA. - STATION

## NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SURVEYING AND MAPPING

### RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 862(1-595) BROWARD COUNTY

BY	DATE	APPROVED BY	DATE
PRELIM	WALKER	04-21-98	
FINAL	T. BROWN	04-28-98	
CHECKED	ABEL	04-28-98	
NOT PREPARED BY			
F.D.O.F. DISTRICT FOUR			
W.P.L. NO. 440071			
SECTION 86095-2401			
SHEET 1 OF 2			

5/14/98



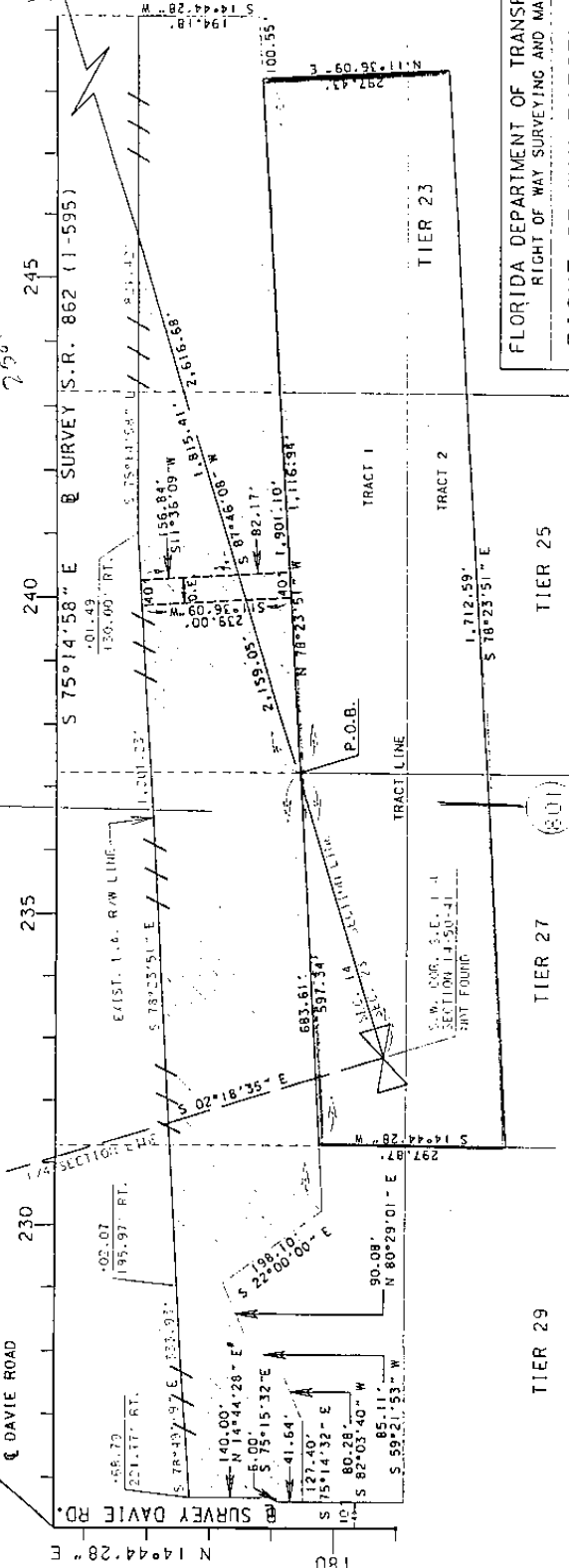
NEWMANS SUBDIVISION ONE AND TWO  
P.B. 2, PG. 26 - DADE COUNTY, FLORIDA

TWP. 50 S. RGE. 41 E.

PART  
153

STA. 225+22.82  
@ 8 C CONST. (1-595)  
STA. 184+48.41  
@ DAVIE ROAD

P.O.C.  
SECTION CORNER  
FROM BEARS TO 100'



FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SURVEYING AND MAPPING  
RIGHT OF WAY PARCEL SKETCH

STATE ROAD NO. 862 (1-595) BROWARD COUNTY

PRELIM	J. WALKER	04-27-98
FINAL	T. BROWN	04-28-98
CHECKED	JACK S.	05-07-98
DATE	11-14-98	
W.P.L. NO.	440071	

NOT A SURVEY

PARCEL 801  
OWNER: MILES AUSTIN FORMAN AND  
HAMILTON FORMAN AS CO-TRUSTEES  
AREA = 11.64 AC

PARCEL 153 (PART)  
AREA = 11.61 AC

1. BEARINGS SHOWN HEREON ARE BASED ON THE RIGHT OF WAY MAP FOR STATE ROAD 862 (1-595), STATE PROJECT NO. 86095-2401 SHEET 6 OF 10.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. HATCHED AREA PARCEL 153 (PART) TO BE EXCHANGED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FOR PARCEL 801.



SECTION 86095-2401 SHEET 2 OF 2